

1884-007 Chancery Causes: Henry C. Flanary by & vs. Zion Flanary &
Lee Co.

Crabtree, Cecil, Flanary

CA-Debt
T-Property

To The Honorable, John A. Kelly Judge
of the Circuit Court of Lee County.

Your orator, Henry C. Flanery, an infant, who sues by Edward Cecil, his guardian and next friend, Humbly complaining, respectfully represents, that heretofore, he obtained a judgement against one Zion Flanery, for \$20.67, with legal interest thereon from the 15th day of January 1862, till paid; and \$8.86 costs thereon. On this judgement there issued execution, and the same was placed in the hands of France Miles D.S. for Thomas S. Ely sheriff of said County, and was returned by him no property found. A copy of this judgement, and return on said writ will be found herewith filed marked "A" and is prayed to be considered herewith as part hereof. This judgement, and costs are still wholly unpaid, and due your orator, from said Zion Flanery. After the rendition of said judgement, and while the same was in full force, and at this time the said Zion Flanery was the owner in fee of a small but valuable piece of land situated in said County, and near to and adjoining the lands of Benjamin F. Thompson, in a neighborhood, known as "Scuffle town", the rents and profits of

which will not in five years pay the same and cost. This judgement was duly docketed and properly indexed so as to constitute as your orator is advised a lien on said lands. In which condition ~~the~~ one James Crabtree purchased them from said Flanery and now occupies and claims them.

Your orator is advised that his said judgement is a lien thereon in said Crabtree's hands, and that the same will be enforced by a court of equity.

To enforce the lien of said judgement against said lands, and hence the same or so much thereof as may be necessary to do so, as will pay your orator's judgement and cost as aforesaid, is the object of this bill -

His prayer therefore is, to make said Flanery and James P. Crabtree parties defendants to this bill, and answer the same on their oaths. And that said Flanery answer upon his oath and say if he had not fully paid for said land, if not how much he had paid towards the same; How much he sold it to James P. Crabtree for and how much has been paid him on the same; and how much is now due thereon. That is at the date the writ in

this cause was served on him - That
he answer specifically all he knows about
his own interest in these lands. And upon
a hearing a decree be rendered selling
so much of said lands as are necessary
to pay your orators judgement and costs
and costs of this suit and for all other
further and general relief - May your
honor issue.

A. L. Ordemore P. 2.

L.P.
Henry C. Lanery & Co

Co	8.05-
ct	15.00
\$	1.00
Co	20
	\$24.25-

vs Bill Chug

Zion Lanery et al
Exhibit A" filed.

Filed at Nov. Rules 1882

1882, Octo. Spu Execd to O. N.

" Nov. O. N. Confd and
Cause set for hearing
by Plaintiffs

1883, Mm, Tenn Overwrote

" Aug. ans filed resp'd
& continued.

Nov. ans to

1884 March Decree final

To The Hon. John A. Kelly Judge of
The Circuit Court of Lee County Va
The amended bill of Henry C. Flanery
an infant, alias Charles E. Flanery, who
was by Edward Cecil his next friend
would respectfully represent, that the
filing of the answer of Lyon Flanery
to his original bill discloses certain facts
which render an amendment thereto -
necessary. Reiterating and asserting the
Judgement and lien set forth in his
original bill, and referring to the same
as being still true and, and enforceable
on the land named in the said original bill
He charges, that the claim of Phebe Flanery
the wife of the said Lyon is a sham,
a fraud and pretence to shield and pro-
tect the defendant Lyon Flanery from the
payment of a just and honest debt
long over due to your orator, ^{word} a fatherly
and motherly boy. The defendant
on the trial of said judgement had
counsel, to defend him and ~~was~~ made
every effort to avoid a judgement
against him - His only defense was
as to the construction of a credit en-
dorsed upon the note the foundation
of the action, and that was on a

full and fair hearing decided against him - Nor does the defendant John Henry make the frank and candid disclosure he so loudly claims; The farm on which he lived on Sugar Run or head of Cave Creek was not wholly as your orator is informed paid for by his said father but was partly paid for by said John and the same was, advanced or given him by his said father, and on it he resided for several years; and it was the said John who stipulated the said sale, and made the bargain to sell it - and then he himself asked his said father to collect the money & pay it over to said Phebe his wife, and thus raise a pretence to avoid debts. Your orator charges that although the title of the purchase from Thompson & the title bond to Phebe all appears as done in her name yet nothing was done only as directed and controlled by the said John, and in pursuance of his stipulations - The whole collection of said money by the commission of said John the payment of it to the said Phebe; the said Phebe's purchase from Thompson, and the sale to Croshaw were all acts fraudulently done on the part

of said Lycin and the said Phebe to
hinder delay or defraud the said Lycin
Creditors, and especially your creditor - and
your creditor has called on the said Lycin
to answer specifically, and the said Phebe
also to answer specifically.

1 Did not the said Lycin own and was he
not entitled to the Cane Creek land?

2 Did the said Lycin not request his father
to collect the purchase money therefor and pay
it over to his said wife to hinder delay or
defraud Creditors

Did not said Lycin actually sell said land
himself, and did he not bargain or
trade for the Thompson land - Did he not
sell to Crabtree, and was any trade made
or money paid without his consent and
control; and did not said Lycin, own or
control the fund thus paid for the Thompson
land. Answer these things truly upon your
oaths and from your Consciences, say if
the small amount in this judgement is
worth the dodge from rectitude necessary
to get rid of it - Answer whether or not
if said Lycin had not owed just a honest
debt this among the rest whether or not
Phebe would ever have claimed the fund
thus derived from her husband's father.

your ~~material~~ ^{alleged} that, in settlement of this character voluntary, and without consideration are void as to creditors and that the defendants cannot set up such a claim against bene-
ficial Creditors - The premise covered your
craters ^{map} is that Zion Hauer, James
P. Crabtree and Phebe Hauer wife of Zion
Hauer be made parties defendants to
this bill and answer the statements
and allegations hereof upon oath fully &
specifically and that as in his original
bill his said lien be enforced against said
land, and that the same be sold to pay
the same. And as in duty bound he
will ever pray:

A. L. Proctor
for Plff.

Henry C. Hauer by

Or Amended Bill.

Zion Hauer et al

Filed at March Term
in open Court by
leave thereof.

J. A. Wyatt
clerk

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Virginia

The separate answer of James P. Crockett
to a bill filed against him and Zieu Flanory
in this Honorable Court by Henry C. Flanory
by &c.

This respondent saving the benefits of all the
errors imperfections and misstatements contain-
ed in the Plaintiffs bill for answer to it, or to so
much of it as he is advised it is material or nec-
essary for him to ^{answer} answering says. That he is
advised there is no such person as Henry C.
Flanory. That he is advised that one Edward
Leil, the next friend of the pretended Plaintiff
in this suit, did obtain a judgment against Zieu
Flanory, the codefendant of this respondent, for
the benefit of his ward, whose name is Charles
C. Flanory. And respondent supposes that
said judgment is the one ~~intended~~ to be acted
upon. And respondent denies, That this judge-
ment, even though it could be enforced in the
name of a person having no estate, is a lien
upon the land purchased by this respondent
from Mrs. Phoebe Flanory wife of his co-de-
fendant Zieu Flanory. Respondent purchas-
ed said land from Mrs. Phoebe Flanory who
had purchased it from one Bay A. Thompson
who had bound himself in a bond to make her

a deed to said land as soon as the purchase money due on the same was fully paid. A copy of said Bond is here with filed record (B.)

As this respondent is informed, said Phoebe Flanory had agreed and undertaken to pay said Thompson \$900 of or said land. Five hundred of which was paid down, fifty dollars some time thereafter and at the time of Respondent's purchase there was due on said land to said Thompson the sum of \$350.00 together with about \$21.25 of interest, and the said matter standing in this shape and the said Phoebe, finding that she could not pay for said land sent at this respondent to purchase it from her, which he on the

day of March 1882 consented to do, and she ^{on the 9th day of November 1882} ~~on that day~~ assigned to him the Little bond which the said Thompson had before that executed to her. At the time of said purchase respondent knew nothing whatever of the judgment which the Plaintiff claims against Jean Flanory, nor did he know, and he does not now believe that the said Jean Flanory had any interest whatever in said land. The said Phoebe had purchased it, she had executed her own notes for it, and the Little bond was executed to her. Nor had respondent ever heard questioned, the fact that

Said land was hers. Respondent here alleges That it was her land, and he denies That said Zou had any interest in it, That can be subjected to the payment of this or any other debt, which he owes.

Respondent alleges That sometime in the year 1878 That Silas Flanory gave to his daughter-in-law the said Phoebe notes amounting to about Six hundred ^{dollars}, for her own use, in her own right and with which to purchase her a little home and he alleges That the money paid by her to the said Thompson towards the purchase price of this land, was paid with or out of the proceeds of these notes thus given her, as her property That the said notes were her own property free from the control of her husband, and That he had no interest in them, That he had no interest in the land and That the same or the proceeds thereof is not liable in anyway for the judgment sued on in this suit.

Respondent has paid on said land to		
Phoebe Flanory	\$ 400.	\$ 400.00
B. F. Thompson	172.25-	172.25
Still due to Thompson.	200-	200.00
Still due to Phoebe Flanory	150.	150.00
Making total of		\$ 921.25

And now having answered he prays to be dismissed with his costs.

Richard Duncan & Co.

Virginia, Lee County, to wit.

I James W Orr a commissioner in chancery
for the circuit court of Lee County Virginia
do certify that James P Braltrue this day
personally appeared before me and made
oath that the facts stated in the foregoing
answer so far as they depend upon his
own knowledge are true, and so far as
stated upon information derived from
others he believes them to be true.

Given under my hand Jan'y 16th 1883.

James W Orr. Comr.
in chancery.

James P Braltrue

Ans 3 Answer

H. H. Hampton & Co

Filed in open Court
by permission thereof

March 29th 1883.

J. A. Wyatt
Clerk

1883. March 25th. This answer is also executed to
become it shown no legal advice of which
the respondent can complain. It is an
affirmation to return the party the testimony.

Chas C Flanory

To the Honorable John A Kelly Judge of
the Circuit Court of Lu County, Virginia

The Separate answer of Zisa Flanory
to a bill filed in This Honorable Court against
him and James P Braxton by Henry C Flanory
an infant by Edward Cecil guardian and
next friend of the said Henry C Flanory.

Saving the benefits of all exceptions which may
be had to the Plaintiffs bill for all errors therein
of either facts or law, This respondent, answer-
ing Says, he supposes it is true that the Plain-
tiff obtained against him such a judgement
as he describes in his bill, at any rate, a suit
was instituted against this respondent before
a Justice, and a judgement awarded against
this respondent for some \$4.00 or 5.00 and from
this judgement an appeal was taken and the
Justices judgement affirmed and afterwards
To wit on the day of 18 This judgement
was in the absence of respondent set aside and
a judgement for \$20.67 awarded against this
respondent, Respondent supposes that an ex-
ception was awarded on this judgement and that
the same was placed in the hands of Francis Miles
H.S. for J. Kelly S.L.C. and that the same was return-
ed by him in propriety of course, as it is true that
he is a man of small means, and little prop-
erty. But while all this is the case respondent

denies that said Judgement, is all due, or that any part of it is due for he alleges and avers that the whole of said debt upon which said Judgement was rendered was paid by him before said Judgement or either of them was rendered, but this fact he failed to prove at the Trial before the Justice, and hence Judgement against him as aforesaid.

But respondent denies that said Judgement is a lien upon the lands mentioned by the plaintiff in his bill. He denies that he was the owner of said lands, or that said lands were in any way liable for or chargeable with his debts.

Respondents wife was the owner of said Tract or lot of land. She purchased said land on the 10th day of October 1879. and executed her notes for the purchase price, thereof or rather the balance, of the purchase price, after paying down the sum of five hundred dollars, and the said Thompson executed his title bond, to her binding himself to convey said land to her as soon as the purchase price was fully paid all of which fully appears by said bond a copy of which is
Respondent will now show your Honor exactly how this matter all came about. He was living on a Tract of land on Sugar run - That belonged to the father of respondent, and respondent getting in debt to some extent and thereby incurring the displeasure of his father, the old gentleman sold the part of said land he had before that intended

for respondent, paid off the judgments then owing
by respondent, amounting to something less than \$300⁰⁰
and gave the balance Eight hundred dollars
to respondents wife as her property to do with
as she pleased. This all occurred sometime in
the summer of 1878. but the date can be fixed
definitely by reference to the deed of Silas Flannery
to, Elkanah Flannery, With the notes thus
given her by respondents father she purchas-
ed this land now sought to be charged with
this debt. and as before stated respondent
has no interest whatever in the land.

Respondent will now show you how that his
wife has sold said land to James P. Corabtree,
who is now in the possession of it.

At the time the writ in this suit was served upon
him, there had been paid by his wife towards said
land the sum of \$700.00. or including interest, \$721.50

That is \$5.00⁰⁰ was paid down, ^{\$50 July 1st 1881.} and \$171.25 was
paid last March. The \$500 was paid by M. C.

Powers for. Respondents wife, \$50.00 was paid
by respondent, for his wife and money which she hand-
ed to him for that purpose. and the \$171.25 was
paid by J. P. Corabtree to whom respondents wife
had sold said land. The land was sold
to the said Corabtree for \$921.75 of which sum
said Corabtree paid as before stated, \$171.25 to
B. F. Thompson, respondents wifes vendor. and

and has assumed to pay for, her to said
Thompson the sum of \$200 which is still
due on said land. and he has paid to respondent
his wife \$400 and has executed his note to her
for the balance of said \$921.25 to wit the sum of
\$157⁰⁰. Respondent has already stated that
he has no interest in said land, and in addition
there to has stated exactly how the matter stands
but being required to state specifically what he
knows about his own
interest ~~business~~ in said land answers that he
has none whatever. save and except the hope
that his wife will manage her property judiciously,
and now having answered he prays to be hence
dismissed with his costs.

Richmond Duncan & Co. for
Defendants

Virginia, Lee county, to wit,

The foregoing answer of Zion Flanery was this
day sworn to before me by said Flanery to be
true, so far as the facts stated depend on his
own knowledge, and so far as they depend
upon information derived from others he
believes them to be true. Given under my
hand January 8th 1883.

James W. Orr, Comr.
in chancery Lee
Circuit Court.

Demurrer to Answer not being in case, This is
 used as a mere memorandum —
 and. rep. put in.

March 28th 1883.

The within, answer is excepted to, because the same sets up no valid defence in opposition to the plffs bill. It admits the judgment - admits the loan of \$50 by defendant to his wife, and admits that the fund sought to be subjected is that of a voluntary settlement, which is void as to creditors. And the answer so far as not responsive to the bill sets up new matter wholly immaterial - and this except that is prayed to have the effect of a demurrer.

A-L Prelimae
 for Plff.

Henry C. Flannery by
 }
 } Answer of Deft
 vs }
 } John H. Flannery.

John H. Flannery et al

Filed in open Court
 by permission thereof
 March 29th 1883.

J. P. Hyatt
 Clerk

To the Honorable John A Kelly Judge of Lee
County Circuit Court, Virginia.

The seperate answer of Gian Flanery to
the amended bill filed against him & others
in this Honorable court by Henry C Flanery
an infant, alias Charles E Flanery who sues
by Edmund Cecil his next friend, This respond-
ent reiterating, reasserting and hereby adopting
his answer to the original bill, so far as the
same is applicable to this amended bill, further
answering, says that it is not true that the
farm on which he lived on Sugar run or head
of Cane Creek, was partly paid for by him,
It is true that respondent had purchased a
small tract or parcel of land adjoining the
farm owned by his father on Sugar run or
head of Cane Creek but this land thus pur-
chased by respondent, had long before the
sale of ^{they said} land by his father, been sold to one
Crockett Flanery, It is also true that this piece
of land was sold at the sometime the tract
of land was sold by respondent's father, and
to the same purchaser, but with this sale of

this piece of land respondent had nothing to do, Respondent admits that he did aid his father in making said sale, but he did so for his father and at his father's request, but it is not true that respondent asked his father to collect said money and pay it over to Phelia Flanery wife of respondent either for the purpose of avoiding the payment of debts, or for any other purpose, but as stated by this respondent, in ^{his} answer to the original bill, respondent by getting in debt, had incurred the displeasure of his father, who sold the ^{said} land as before stated, paid off respondent's debts, all of them, as both he and respondent then thought that amounted to anything of importance, and then gave the balance of the sum for which said land sold to respondent's wife as her property to use, control and dispose of as she thought proper, All of which was done by respondent's father freely, voluntarily and without even consulting respondent, and with this money, as a basis, respondent's wife purchased the land in the bill mentioned, and respondent refers to his answer

to the original bill to show how much was paid,
by whom paid &c. Respondent positively denies
that any of said transactions were made by him
or with his knowledge to defraud, hinder or delay
any of his creditors. In answer to ^{special} interrogatories
~~to~~ propounded by plaintiff in his amended
bill, - Respondent did not own and was not
entitled to the Cane creek land, but the same
was owned and sold by his father as before
stated. Respondent did not request his father
to collect the purchase money for said land and
pay it over to his said wife to hinder delay and
defraud creditor. Respondent's father freely and
voluntarily, as respondent is advised he had a right
to do, sold said land and paid the purchase mon-
ey therefor to respondent's wife after paying off
respondent's debts as before stated.

Respondent & his brother Rees D. Flannery did assist
their father in making sale of the Cane creek
land, and perhaps did negotiate the sale, but as
before stated it was done for him and at his
request, and respondent and his wife's brother
did assist respondent's wife in purchasing the

Thompson land, which assistance was rendered for her and at her request. Respondent did not sell the Thompson land to Corahitree, but he did at the request of his wife assist her in making said trade, and did consent to it. Respondent was instrumental in negotiating and effecting said trade, acting at her request and, as respondent believed, for her best interest. Respondent did not ~~own nor~~ control the fund paid for the Thompson land. Respondent has answered the plaintiffs bill and amended bill together with the special interrogatories propounded without dodge, equivocation or evasion, and here again reasserting that the debt upon which the plaintiffs judgment was rendered was fully paid to the plaintiffs father in his lifetime, a fact which respondent is prevented from proving by the death of plaintiffs father, he now prays to be hence dismissed &c.

Richmond, Duncan & Orr.

for defendant

Virginia, Lee county, to wit.

This day Izion Flanery personally appeared before

me and made oath that the facts stated in the foregoing answer so far as made upon his own knowledge are true, and so far as made upon information derived from others he believes them to be true. Given under my hand Aug 28th 1883.

James W Orr, Comr.
in Chancery Lee Cir. Court.

John Flanery.
ads { Answer to amend-
- ed bill
Henry C. Flanery by re.

Filed in open court
by leave thereof
Sept. 1st 1883.

J. A. Hyatt
clerk

To the Honorable John A. Kelly Judge of the
Circuit Court of Lee County, Va.

The separate answer of Phoebe Flanory
to a bill and amended bill filed in this Honorable
Court against her and others by Henry
C. Flanory alias Charles Flanory an infant
by Edward Leitch his next friend

This respondent saving the benefit, on a final
hearing of all advantages which can or may
be had to said bill and amended bill for
an answer thereto, or to so much thereof as she is
advised it is material or necessary for her
to answer. answering says. That she knows
nothing personally of the judgement her
attempted to be enforced. She has heard that
such a judgement as the one here described
was rendered against her husband. She has
also heard her husband frequently say both
since and before the rendition of said judgement,
That the debt or note upon which it was
rendered was fully paid to the father of the
said Charles Flanory in his lifetime.

This respondent denies That her husband
the said John Flanory, was at the time of the
rendition of said judgement, the owner of
the tract of land described in the Plaintiffs
bill. She further denies That said judgement is
a lien upon said land.

This respondent was the owner of said tract or parcel of land. She purchased it on the 10th day of October 1879. from Benj F Thompson. She paid down towards the purchase price of said land the sum of \$500, and executed her note for the residue of the purchase price to wit \$400, and said Thompson executed to her his title bond. In this trade her said husband was unknown, he had no interest in it and acquired no rights under it. It is true however that she consulted her husband about said trade as she did her brother M. C. Parsons, and she was aided in making said trade both by her husband and her brother, in fact they negotiated and consummated said trade for her. Respondent will now show your Honor the manner in which she became entitled to the money with which she was enabled to make said purchase. Silas Flannery, the father of Respondents husband was the owner of a tract of land situated on Sugar Run or the head waters of Cam Creek. he sent two of his sons to wit Reese D. Flannery, & John Flannery respondents husband on this farm to reside and as respondent understood said farm was intended for said two boys, but as to how this was she does not know. Any way, after some time her husband by getting in debt,

incurred the displeasure of his father, and
he then determined to sell and did sell that
part of said land which she had before that
understood was intended for her husband,
and after paying off the debts of her husband
out of the proceeds of said land there was left
the sum of six hundred ^{dollars.} This sum the said
Silas Flannery gave to this respondent, for
the purpose as she understood of enabling
her to purchase a little home for herself
and children, to be held and owned by
her as her own property. With this money
as a basis she purchased the land in
the bill mentioned from Thompson, at \$900.
She paid him down \$500, and executed to him
her note for the balance, and after some years
respondent finding she was unable to pay for
said land sold it to, her co-defendant James
D Crabtree. The \$500. paid down was paid
for her by, her brother M.C. Persons but it was
paid out of the money given her by her father
in law, and on Jan'y 1st 1881. She paid \$50⁰⁰
more. This money was given to her by her mother
and she respondent handed it to her husband
to pay for her to Mr Thompson. as stated by
her husband in his answer to the original
bill, on the sale to Crabtree said Crabtree
paid down to respondent's wife \$400.

and has expended his note for \$150.⁰⁰, and
these two sums make up the sum which respondent
had paid to her vendor for said land. The
balance he has paid and assumed to pay to
B.F. Thompson, Respondent's vendor.

Respondent will now respond to the special
interrogatories propounded to her and her hus-
band. Respondent has heard and read her husband's
answers to the said several interrogatories she
believes said answers to be true and she hereby
adopts them as her own so far as they are res-
ponsive to interrogatories propounded to her
and in answer to said last interrogatory which
seems to be directly propounded to her Respondent
answers that her claim to said money is not
based upon or controlled in any way by the
fact that her husband owed or might owe debts
but she claims it solely because it was given
to her, by her husband's father as herein before
stated by respondent. And now having
answered said bill and amended bill so
far as she is advised it is natural for her
to answer prayer to be hence dismissed
with her costs.

Richard Duncanson & Co
for Dft Phoebe Flanery,
Virginia, Lee county, to wit.

The foregoing answer of Phoebe Flanery was

Phaula Flanery
ado^r { Ans. to amended
B - Bill

Henry C. Flanery by r.c.

Filed in open court
by leave thereof,
Sept 1st 1883.

J. A. Hyatt
Clerk

Henry C. Flannery alias Charles E. Flannery
Against
Eugene Flannery et al.

This case came
on this day to be heard upon the
proposals formerly made and the answers
of Eugene Flannery & James P. Crabtree and
replication thereto. And was argued by
Counsel. On consideration whereof
for reasons appearing to the Court it
is adjudged ordered & decreed that
the plff so amend his bill as to make
Phoebe Flannery a party thereto. which
said amended bill is by counsel now
here in Court filed and the defenses
by counsel appearances, and on
their motion leave is given them
until June Rules —
to file their answers. And no further
action, being necessary the Cause is
continued —

New C. H. H. H. H. H.

v2 } Deane

John H. H. H. H.

March 7. 1883

Entered pages 320-21

J. A. Hyatt
Clerk

Enter this

April 6th 1883
J. A. Kelly

I, Charles E. Flanary do hereby agree
and bind myself to have dismissed
a certain Chancery suit now pending
in Lee Circuit Court, in my favor, by
E. W. Cecil my late Guardian against
Zion Flanary et als - In Consideration
of the fact that said Zion Flanary
has this day executed to me his note
for \$20.67, and we Each are to pay
our own costs incurred in the prosecution
of said Chcy suit, this 11th day of July 1884

C. E. Flanary

Le. E. Flannery
vs } agreement to
dismiss suit

Zion Flannery

Filed Jan 11th 1884.

J. A. Hyatt
clerk

1880

Decr 21st

Henry C. Flanary by Judgment corrected so that the
Edward Cecil Guershan plaintiff recover against the
deflt. \$20.67 with legal-fee from 15th of
Jan'y 1862 till paid. and the costs
of P. & Const 1.00 C. 1.64. A. 1.25 S. 20.

Oct Term 1880. C. B. 287. Add for C. 1.77. A. 2.50 S. 50.

Sheriffs Return.

No property found F. Miles D. S. for
C. S. P. & S. L. C. - App Rules 1881.

Acopy

Teste John R. Gibson Clerk

1.00

1.64

1.25

20

1.77

2.50

50

8.86

No 7 (118)

Henry to Flanary by

Edward Cecil Guardian

vs { body of Judgt.

Zion Flanary

"A"

Know all men by these presents that I,
R. F. Thompson, am held and firmly bound
unto Pheba Flanary in the sum of eighteen
hundred dollars well and truly to be paid
to her the sd Pheba Flanary her heirs assigns
&c. The condition of the above obligation
is such that I sd R. F. Thompson have
bargained and sold unto to the sd Pheba
Flanary a certain tract or Parcel of Land
supposed to be forty acres more or less
lying in the County of Lee & State of Virginia
on Powell River and bounded as follows
to wit:-

Beginning at the Mouth of the Roaring
Branch thence up said Branch to a
water gap of sd Thompsons just above
Sam Britts corner thence with sd
fence eastwardly to the wagon Road
on top of a cliff, thence N. E. with
said Road to Larpen Herendons Land
and with said Herendons lines North &
West so to a corner on two Sugar trees
at a short Crook in the fence thence
with said fence, West to the River Clift
and straight on to the river and with
the River to the begin to gether with
all the appertances belonging to sd Land
and also a water right to the spring
known as the Cecil spring to use
either in pipe or other wise in sd of
sd Thompsons fence under the Clift
near the wagon Road
Possession of sd land I give as quick

as year's time is out, I sd Thompson
do further agree with the said Phebe
Flannery that in case she fails to
pay all for sd land, and become
dissatisfied with said land that
I the undersigned Thompson will buy
sd Lands Back upon the same condi-
tions that I sell it for and at the same
price subject to any damage done on
sd lands By cultivation or otherwise
from the present condition of sd Land
Binding her self or Eirs to give sd
Thompson the Refusal of said Land
when sold which she sd Phebe Flannery
dose agree in the presence of the witnesses
of this obligation.

I Now when I sd Thompson on my
part do make or cause to be made
a good and Lawful deed to sd Land
upon the last payment of sd lands
or pay sd Flannery her money
back, then this obligation on sd
Thompson Part is void otherwise to
Remain in full force and virtue
as witness my hand and seal this
the 10th day of October 1879.

Lest
Job C. Cox

B. F. Thompson Rsd
Elisabeth Thompson

Copy Lest- J. A. G. Hyatt Clerk

I assign the within to James P. Crabtree
this the 7th of November 1882

attest

Phebe Flannery

M. C. Parsons

Copy Lest-

J. A. G. Hyatt Clerk

B. F. Thompson
Lo 3 Little Bonds
Wheeler. January

"B"

See for Copy - - 60

The Commonwealth of Virginia,

To the Sheriff of Lee County - - - Greeting:

We Command you to Summon

*Zion Flanary and
James P. Crabtree*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

October next, being rule day to answer a bill in Chancery, exhibited in our said Court against *them*

by

*Henry C. Flanary who
sues by Edward Cecil Guardian*

And have then there this writ. Witness JOHN A. G. HYATT Clerk of our said Court at the Court-House

this *19th* day of *August* 1882, in the *107* year of the Commonwealth.

J. A. G. Hyatt CLERK.

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Henry C. Flanary by &c
vs 3 Spa in Chcy

Zion Flanary &
Others

To October Rules 1882

Executed by deliver
ing a copy of the
deed to Zion Flanary
& James P. Crook
aug 24/82. J. Miles
D. S. for J. S. Eby

Standing No. 299

-IN-

LEE CIRCUIT COURT.

Plffs ATTY.	Flanary Rendo	Def'ts ATTY.
Plffs costs.	BEN in vs. Flanary A. B. Mearns	Def'ts costs.
Total \$		\$

Reference Docket Page 30 Line 14

1st calling Term 188

Decided March Term 1884

289

Standing No. 383

-IN-

LEE CIRCUIT COURT.

Plffs ATTY. P	Henry Henry & Co by Mr	Def'ts ATTY.
Plffs costs. \$	vs. { Bill in Chancery. Gion Henry Setal	Def'ts costs. \$
Total \$		\$

Reference Docket .. / ... Page 22 Line 37

1st calling .. Term 188 ..

Decided .. March .. Term 1884

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